

REMARKS

Previously presented Claims 40 and 48 are canceled; and the limitations of previously presented Claim 40 have been included in currently amended independent Claim 36.

Applicants do not disclaim the subject matter of the previously presented claims and reserve the right to file one or more divisional applications directed to such subject matter.

The Summary of the Invention portion of the Specification is amended to be consistent with currently amended Claim 36.

Claim Objections

The objection to Claims 48-51 under 37 CFR 1.75(c) as being multiple dependent claims that are dependent upon other multiple dependent claims is respectfully traversed because Claims 48-51 are not multiple dependent claims.

Claim Rejections - 35 USC § 112

The rejection of Claims 37-40 under 35 USC 112, second paragraph, is respectfully traversed because the terms questioned by the Examiner have meanings that are known to those of ordinary skill in the relevant art, and because the questions posed by the Examiner are answered by the Specification at page 14, line 11 to page 15, line 2 and at page 41, line 3 to page 43, line 5.

Claim Rejections - 35 USC § 101

Currently amended independent Claim 36 meets the requirements of 35 USC 101 because the step of maintaining a computer database for accumulating ideas uses the technological arts. In addition, the step of programming a computer to provide contingent contractual rights also uses the technological arts.

The Examiner is respectfully requested to either explain (1) why maintaining a computer database for accumulating ideas (or any other type of data) does not use the technological arts and (2) why programming a computer to provide contingent contractual rights does not use the technological arts, or to withdraw this ground of rejection of Claim 36 and the claims dependent upon Claim 36.

Currently amended dependent Claim 37 also meets the requirements of 35 USC 101 because the step of programming a computer to facilitate marketing of contingent

contractual rights in an on-line marketable format uses the technological arts.

The Examiner is respectfully requested to either explain why programming a computer to facilitate marketing of contingent contractual rights in an on-line marketable format does not use the technological arts, or to withdraw this ground of rejection of Claim 37 and the claims dependent upon Claim 37.

Claim Rejections - 35 USC § 102

Currently amended independent Claim 36 incorporates the limitations of previously presented Claim 40, which is now canceled. In response to the rejection of Claims 40 and 48 under 35 USC 102(e) as being anticipated by *Powell*, such rejection is respectfully traversed because *Powell* does not describe the marketing of contingent contractual rights to a portion of anticipated income derived from property rights under patent rights.

A *patent right* under a United States patent is a right to exclude others from making using, selling or offering for sale a patented invention in the United States or importing a patented invention into the United States. 35 USC 271. *Property rights under patent rights* include an assignment of a patent and a license under a patent. The right to income derived from such an assignment or from such a license is a *contractual right*. *Property rights under patent rights* and *contractual rights* are two different and distinct types of rights.

Claim 36 and the dependent claims, all of which ultimately depend from Claim 36, are believed to be patentable over *Powell* for the following reasons:

- *Powell* does not describe marketing contingent contractual rights to a portion of anticipated income derived from property rights under patent rights.
- *Powell* does not suggest any motivation for marketing said contingent contractual rights.
- Said contingent contractual rights are not said property rights.
- Said contingent contractual rights are rights to a portion of anticipated income derived from said property rights.

Claim 37 and the claims that ultimately depend from Claim 37 are also patentable over *Powell* because *Powell* does not suggest any motivation for programming a computer to facilitate marketing of said contingent contractual rights in an on-line marketable format.

Claim 38 and the claims that ultimately depend from Claim 38 are also patentable over *Powell* because *Powell* does not suggest any motivation for providing said contingent contractual rights in the format of an electronically tradable certificate.

Claim 39 and the claims that ultimately depend from Claim 39 are also patentable over *Powell* because *Powell* does not suggest any motivation for enabling on-line transfer, sale, and/or auction of said contingent contractual rights.

Claim 41 and the claims that ultimately depend from Claim 41 are also patentable over *Powell* because *Powell* does not suggest any motivation for providing said contingent contractual rights by on-line communications between contributor computers and a computer system that facilitates use of the contributor computers to make on-line contributions of invention ideas to a computer database.

Respectfully submitted,

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